

**ZB# 96-12**

**Frank Lombardi**

**62-8-7**

Prelim.

March 11, 1996.

Motion to Schedule P.H.

Letters out

Copy of:

① Deed ✓

② Title Report ✓

③ Photos

④ Fee: ① 50.00 ✓

② 300.00 ✓

Notice to Sentinel 4/11/96-

Public Hearing:

~~May~~ May 13, 1996.

Granted  
Area Varies

Refund: \$198.50

#96-12-Lombardi, Frank  
Ala - 62-8-7.

**TOWN OF NEW WINDSOR**555 Union Avenue  
New Windsor, NY 12550**GENERAL RECEIPT**

15437

April 11 1996Received of Frank + Joyce Lombardi \$ 50.<sup>00</sup>Fifty 00/100 DOLLARSFor ZBA # 96-12

## DISTRIBUTION:

FUND	CODE	AMOUNT
CR # 113		50. <sup>00</sup>

By Dorothy H. HansenTown Clerk

Title

FUND	CODE	AMOUNT
CR # 113		5000

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

By Dorothy H. Homsen

Town Clerk

Title



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Lombardi, Frank

FILE # 96-12

RESIDENTIAL: \$ 50.00  
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00 Paid  
\* \* \* \* \* #113

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 300.00 Paid  
#114

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 3/11/96 - 3 page . . . \$ 13.50  
2ND PRELIM. MEETING - PER PAGE 5/13/96 - 4 pages . . . \$ 18.00  
3RD PRELIM. MEETING - PER PAGE . . . \$             
PUBLIC HEARING - PER PAGE . . . \$             
PUBLIC HEARING (CONT'D) PER PAGE . . . \$             
TOTAL . . . . . \$ 31.50

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: . . . 3/11/96 . . . \$ 35.00  
2ND PRELIM. . . . . 5/13/96 . . . \$ 35.00  
3RD PRELIM. . . . . \$             
PUBLIC HEARING . . . . . \$             
PUBLIC HEARING . . . . . \$             
TOTAL . . . . . \$ 70.00

MISC. CHARGES:

\_\_\_\_\_. . . . . \$ 101.50

LESS ESCROW DEPOSIT . . . \$ 300.00  
(ADDL. CHARGES DUE) . . . \$             
REFUND DUE TO APPLICANT . . . \$ 198.50

(ZBA DISK#7-012192.FEE)

JOYCE A. LOMBARDI  
FRANK LOMBARDI

114

160 STEUBEN STREET 465 OAK Drive  
STATEN ISLAND, NY 10304  
New Windsor NY 12553

1-8/210

4-11 1996

Town of New Windsor

Pay to the Order of

Three Hundred

\$ 300.00

CITIBANK

Dollars

CITIBANK, N.A. BR# 081  
1910 VICTORY BLVD  
STATEN ISLAND, NY 10314

2BA #96-12

memo

⑆021000089⑆

85596105⑈ 0114

*Full roll*

JOYCE A. LOMBARDI  
FRANK LOMBARDI

113

160 STEUBEN STREET 465 OAK Drive  
STATEN ISLAND, NY 10304  
New Windsor NY 12553

1-8/210

4-11 1996

Town of New Windsor

Pay to the Order of

fifty

\$ 50.00

CITIBANK

Dollars

CITIBANK, N.A. BR# 081  
1910 VICTORY BLVD  
STATEN ISLAND, NY 10314

2BA #96-12

memo

⑆021000089⑆

85596105⑈ 0113

*Full roll*

Date ..... 5/27 ....., 1976

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO Frank Lombardi DR. 465 Oak Drive, New Windsor, Ny 12553

Charge: ZBA

DATE \_\_\_\_\_

**CLAIMED**

**ALLOWED**

$$\begin{array}{r} 5 \overline{) 29} \end{array}$$

Escrow Acct. - Refund

198 50

Approved: Patricia C. Samhardt  
ZBA

-----x  
In the Matter of the Application of

FRANK LOMBARDI,

DECISION GRANTING  
AREA VARIANCE#96-12.  
-----x

WHEREAS, FRANK LOMBARDI, 465 Oak Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for 8 ft. front yard variance to construct an addition (garage) at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 13th day of May, 1996, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared before the Board for this proposal; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke and there was no opposition to the application before the Board; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the applicant showed that:

(a) The subject property is a one-family home located in a neighborhood of one-family homes.

(b) The Applicant seeks to construct a garage on the front of the house. The proposed location of the garage would encroach on the required front yard. An 8 ft. variance is requested out of a 35 ft. requirement.

(c) There are three other homes on the street that project closer to the street than the Applicant's home. If the proposed garage were allowed two of these homes would still project closer to the road than the Applicant's home with garage.

(d) The lot is a non-conforming lot because of its peculiar configuration. There is no other place to construct the garage in the rear and there is not enough side yard on the lot



to allow an automobile to drive through to a rear garage.

(e) The proposed location of the garage will not be over a sewer or septic system.

(f) The proposed location of the garage would not interfere with any ground, surface water or drainage course.

(g) The only vegetation that would be effected would be some lawn grass and evergreen trees.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The variance sought is substantial but nevertheless is warranted due to the peculiar configuration of the Applicant's lot.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed for reasons set forth in paragraph 3.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

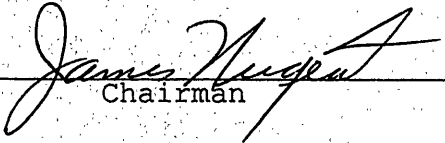
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT an 8 ft. front yard variance to construct an addition (garage) at 465 Oak Drive in an R-4 zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: June 24, 1996.

  
Chairman

(ZBA DISK#13-060695.RFT-DRIVE A)

Date 5/24/96, 19

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr.  
New Windsor ny 12553

DATE			CLAIMED	ALLOWED
5/13/96		Zoning Board Mtg	75.00	
		Misc - 2		
		Cuttara - 4		
		Paz - 7		
		Devitt - 5		
		Monaco - 16		
		<del>Lambert - 4</del> 18.00		
		Burns - 3	184.50	
		41	259.50	

PUBLIC HEARINGS:

~~LOMBARDI~~

MR. NUGENT: Request for 8 ft. front yard variance for proposed addition at 465 Oak Drive in an R-4 zone. Let the record show there is no one in attendance.

MS. BARNHART: I sent out 61 notices.

Mr. Frank Lombardi appeared before the board for this proposal.

MR. LOMBARDI: I have the return of one letter and I have the pictures.

MS. BARNHART: I sent out 61 addressed envelopes on this one. As you say, there is no one here for this.

MR. NUGENT: Mr. Lombardi, you can start.

MR. LOMBARDI: What did he say?

MR. TORLEY: You have to tell us what you want to do.

MR. LOMBARDI: I just need to put a garage on the front of my house and it encroaches on the 35 foot front yard so I can't put the car in, doesn't fit with 35 feet. So I needed to come on to the frontage eight feet so I can put the car in so there's no other place to put the garage.

MR. NUGENT: Are you putting it where the tire tracks are, is that the idea?

MR. LOMBARDI: No, the tire tracks are in the center.

MR. NUGENT: You have to put the garage to the one side, this side?

MR. LOMBARDI: Yeah, the driveway is on that side of the tree.

MR. NUGENT: I see, okay.

060695.RD

MR. LOMBARDI: This is the driveway, the garage.

MR. NUGENT: Taking the tree down?

MR. LOMBARDI: Yeah, these trees are going to come down.

MR. TORLEY: Are there other houses in your area that also come out close?

MR. KANE: The house next door.

MR. TORLEY: Besides the blue one, because isn't there a regulation about setbacks, if you are, the front yard variance, if you have other houses in the neighborhood that are closer.

MR. NUGENT: Yeah. The projection?

MR. TORLEY: Yeah.

MR. LOMBARDI: One next to the blue.

MR. TORLEY: That you can't, if they project closer to the road than you do, there is, I'm trying to remember.

MR. REIS: It's a real mixed bag lot of the homes.

MR. TORLEY: There was something in the code about certain number of houses project closer to the road than what you're going to do, you don't need the variance or it's part of your case.

MR. NUGENT: I think that is one shot basis. Yes, you're absolutely right, there is a code that says that all houses on the street are supposed to be the same distance from the road, you're absolutely right.

MR. TORLEY: In any case, he's already been in.

MR. LOMBARDI: The other 3 are all closer than mine. I'm still going to be behind two, the two on the left are still closer to the road than I am going to be.

MR. TORLEY: So that you are not adversely affecting

the neighborhood by doing this?

MR. LOMBARDI: No.

MR. KANE: And you're not creating any safety violations or any safety hazards by putting this on the home?

MR. LOMBARDI: No.

MR. KRIEGER: Not going to interfere with any traffic?

MR. LOMBARDI: No, absolutely not. I have a house on both sides and we still have I guess 35 feet road frontage from the middle of the road, so we still have a lot, still can park a car and a half in front of proposed garage door.

MR. KANE: Even though you're creating, this is self-created, you financially can't find a better way to build this garage on your property?

MR. LOMBARDI: Well, because I have a non-conforming lot, there is no other place for me to put this garage in the rear, but I don't have enough side yard to drive through the rear and it would have to be still attached to the house, I tried that.

MR. KANE: Just covering all the bases.

MR. KRIEGER: This isn't going to be over the top of any sewer septic system is it?

MR. LOMBARDI: No, the sewer comes out on the right alongside the house.

MR. KRIEGER: It isn't going to interfere with any ground or surface water?

MR. LOMBARDI: No.

MR. KRIEGER: No drainage course?

MR. LOMBARDI: Nope.

May 13, 1996

37

MR. KRIEGER: What kind of, in terms of vegetation what's there now?

MR. LOMBARDI: Evergreens and grass and shale driveway, part of the driveway is going to be the garage.

MR. KRIEGER: Okay, I have enough.

MR. NUGENT: No further questions.

MR. REIS: Accept a motion, sir?

MR. NUGENT: I'll accept a motion.

MR. REIS: I make a motion that we give Mr. Frank Lombardi his request for his variance to create a garage.

MR. KANE: Second the motion.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

*Preliminary:*  
*March 1, 1996.*  
*# 96-12*

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: MARCH 1, 1996

APPLICANT: FRANK LOMBARDI  
465 OAK DRIVE  
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: MARCH 1, 1996  
FOR (BUILDING PERMIT): ADDITION 37.5FT. X 24FT.

LOCATED AT: 465 OAK DRIVE

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 62, BLOCK: 8, LOT: 7  
ONE FAMILY DWELLING

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. PROPOSED ADDITION DOES NOT MEET REQUIRED FRONT YARD SETBACK.

*Christ Schmidt*  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: <u>R-4</u>	USE R-4 BULK TABLE	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD	35FT.	27FT. 8FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.



RECEIVED MAR 0

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Frank Lombardi  
465 OAK Drive New Windsor Phone 497-7528

Mailing Address \_\_\_\_\_

Name of Architect \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Name of Contractor owner

Address \_\_\_\_\_ Phone \_\_\_\_\_

State whether applicant is owner, lessee, agent, architect, engineer or builder owner / Builder

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

FOR OFFICE USE ONLY

Building Permit # \_\_\_\_\_

1. On what street is property located? On the South West side of OAK Drive  
and \_\_\_\_\_ feet from the intersection of Maple Ave
2. Zone or use district in which premises are situated Beaver Dam Lake Is property a flood zone? Y N &
3. Tax Map Description: Section 62 Block 8 Lot 7
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
  - a. Existing use and occupancy 1 Family Dwelling
  - b. Intended use and occupancy 1 Family Dwelling
5. Nature of work (check if applicable) New Bldg ☐ Addition ☒ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☐
6. Is this a corner lot? No
7. Dimensions of entire new construction. Front 37'5" Rear 37'5" Depth 24' Height 16' No. of stories ONE
8. If dwelling, number of dwelling units: ONE Number of dwelling units on each floor ONE
  - Number of bedrooms 2 Baths 1 Toilets 1
  - Heating Plant: Gas ☒ Oil ☐ Electric/Hot Air ☐ Hot Water ☒
  - If Garage, number of cars \_\_\_\_\_
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_
10. Estimated cost: \$10,000 Fee \_\_\_\_\_  
(To be Paid on this Application)
11. School District Washingtonville

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

311,1996

APPLICATION FOR BUILDING PERMIT  
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK  
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock  
Asst. Inspectors: Frank Lisi, Ernst Schmidt  
New Windsor Town Hall  
555 Union Avenue  
New Windsor, New York 12553  
(914)-563-4618  
(914) 563-4693 FAX

Bldg Insp Examined Schmidt  
Fire Insp Examined \_\_\_\_\_  
Approved \_\_\_\_\_  
Disapproved X  
Permit No. \_\_\_\_\_

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☒

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- Building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Frank Lisi  
(Signature of Applicant)

465 OAK DRIVE  
(Address of Applicant)

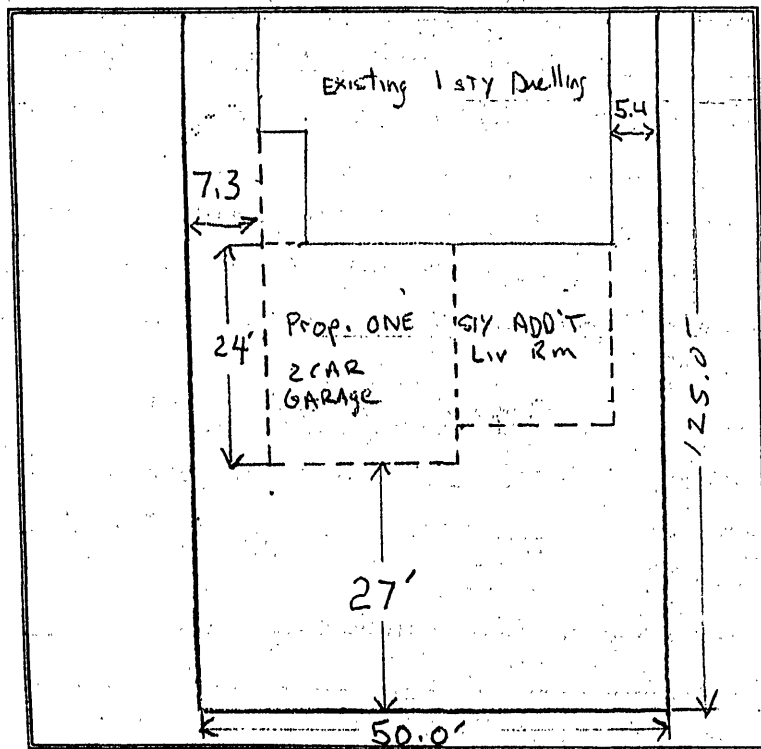
PLOT PLAN

NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines.

N

W

E



OAK DR

S

SECTION 57

SECTION 50

SECTION 57

SECTION 63



BEAVER DAM LAKE

TOWN

L27

CORNWALL

# Owner's Policy

Policy Number **SV2281496**



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, insures, as of Date of Policy

shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, the said Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including, but not limited to, building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:

*Issued through the Office of:*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

*Susan E. Palcio*  
Authorized Signatory

ORT Form 402 - ALTA Owner's Policy 10-17-92

By



President

Attest

Secretary

- (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or creating subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### CONDITIONS AND STIPULATIONS

##### 1. *Definition of Terms.*

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

##### 2. *Continuation of Insurance After Conveyance of Title.*

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

##### 3. *Notice of Claim to be Given by Insured Claimant.*

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

##### 4. *Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.*

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel

**Schedule A**



File Number

94M-00049

Policy No.

SV2281496

Amount of Insurance \$

95,000.00

Date of Policy

October 6, 1994

(at

a.m.

p.m.)

1. Name of Insured:

FRANK LOMBARDI

2. The estate or interest insured by which is covered by this policy is :

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

FRANK LOMBARDI, By deed from  
RITA KUSTERA, dated 10/06/94 and recorded in the Office of the Orange County  
Clerk.

4. [The land referred to in this policy is described as follows:]

If Paragraph 4 is omitted, a Schedule C, captioned the same as Paragraph 4, must be used.

See Schedule C attached.

Subject to a mortgage with BRUCHA MORTGAGE BANKERS, CORP., in the principal  
amount of \$ 90,250.00 with interest.

For covenants and restrictions see attached.

Countersigned:

*Susan E. Palmer*

Authorized Signatory



**Schedule B**

File Number 94M-O-A31250-00049 Policy No.

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by any reason of:

Agreement in Liber 0470 p. 0330.

Agreement in Liber 0729 p. 0166.

Covenants and restrictions in Liber 1363 p. 0596.

Easement in Liber 0738 p. 0460.

Easement in Liber 0775 p. 0107.

Easement in Liber 1363 p. 0596.

Street dedication in Liber 0845 p. 0540.

**Schedule**

**continued**

Title number \_\_\_\_\_

Policy number \_\_\_\_\_

Survey shows a one (1) story frame dwelling with deck and steps attached to the rear.

Shale Driveway and retaining wall on the east side within record line of title.

Wooded area to the south.

Hedges on the west side not on record line of title.

Stone walk, overhead utility service on the north side.

No other variations or encroachments.

As shown on a survey by Patrick T. Kennedy dated 12/26/86.

Inspection on 09/19/94 reveals no change.

**NOTE:** The survey reading and survey inspection are not intended to be and should not be used for the purpose of determining compliance with local building and zoning laws and regulations; they should only be relied upon for the purpose of disclosing exceptions to title.

Schedule     C     continued

Title number     94M-O-A31250-00049    

Policy number                                     

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, known as Lots 58 and 59 Block 04 as shown on a map entitled "Beaver Dam Lake - Section I", dated April 22, 1986 and filed in the Office of the Orange County Clerk as map #1044 and being more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of Oak Drive, said point being the northeast corner of lands now or formerly of Williams, running;

THENCE south 53 degrees 43 minutes 00 seconds east 50.00 feet along the southerly line of Oak Drive to a point;

THENCE south 36 degrees 17 minutes 00 seconds west 125.00 feet along lands now or formerly of Cirigliano to a point;

THENCE north 53 degrees 43 minutes 00 seconds west 50.00 feet along lands now or formerly of Williams to a point;

THENCE north 36 degrees 17 minutes 00 seconds east 125.00 feet along lands now or formerly of Williams to a point in the southerly line of Oak Drive, the point or place of BEGINNING

of its choice (subject to the reasonable cause) to represent the insured as to the stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

#### 5. *Proof of Loss or Damage.*

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to

damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

#### 6. *Options to Pay or Otherwise Settle Claims; Termination of Liability.*

In case of a claim under this policy, the Company shall have the following additional options:

##### (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

##### (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by

the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **7. Determination, Extent of Liability and Coinsurance.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

#### **8. Apportionment.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each parcel. If the insured claimant shall transfer to the Company all rights and remedies against any person or

each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

#### **9. Limitation of Liability.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

#### **10. Reduction of Insurance; Reduction or Termination of Liability.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

#### **11. Liability Non-cumulative.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

#### **12. Payment of Loss.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

#### **13. Subrogation Upon Payment or Settlement.**

##### **(a) The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be entitled to the entire benefit and control of the claim and the Company shall be entitled to the entire benefit and control of the claim and the Company shall be entitled to the entire benefit and control of the claim.

loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of

would have been against any person or property, in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. Arbitration.**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

attached hereto by the Company, is the entire policy and contract between the insured and the Company in interpreting any provision of this policy. This policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or Validating Officer or Authorized Signatory of the Company.

**16. Severability.**

In the event any provision of the policy is held invalid or unenforceable under the applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 6th day of October, nineteen hundred and ninety four  
BETWEEN RITA KUSTERA, residing at Oak Drive, New Windsor, New York  
12553

party of the first part, and

FRANK LOMBARDI, residing at 1268 Richmond Road, Staten Island,  
New York 10304

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

\*TEN\*

dollars,

lawful money of the United States, and other good and valuable consideration paid  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or suc-  
cessors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying

and being in the Town of New Windsor, County of Orange and State of New  
York, known as lots 58 7 59, Block 4 as shown on a map entitled  
"Beaver Dam Lake - Section I", dated April 22, 1986 and filed in  
the Office of the Orange County Clerk as map #1044 and being more  
particularly bounded as described as follows:

DIST:  
SECTION:  
BLOCK:  
LOT:

BEGINNING at a point in the Southerly line of Oak Drive, said point being the northeast corner of lands now or formerly of Williams, thence;

- (1) S 53 degrees 43' 00" E, 50.00 feet along the southerly line of Oak Drive, thence;
- (2) S 36 degrees 17' 00" W, 125.00 feet along lands now or formerly of Cirigliano, thence;
- (3) N 53 degrees 43' 00" W, 50.00 feet along lands now or formerly of Williams, thence;
- (4) N 36 degrees 17' 00" E, 125.00 feet along lands now or formerly of Williams, to the point of BEGINNING.

Subject to utility easements of record, if any.

BEING and intended to be the same premises conveyed by Walter R. Seaman and Walter K. Seaman to Rita Kustera by deed dated 12/31/86 and recorded in the Office of the Orange County Clerk on 01/05/87 in Liber 2636 p. 0332.



ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE  
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE: BLACK INK ONLY

RITA KUSTERA

TO

FRANK LOMBARDI

SECTION 62 BLOCK 8 LOT 7

RECORD AND RETURN TO:  
(Name and Address)

ROBERT F. MCKENNA, ESQ.  
1720 DRUMGOOLE ROAD WEST  
STATEN ISLAND, NY 10309

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. \_\_\_\_\_ DATE \_\_\_\_\_ AFFIDAVIT FILED \_\_\_\_\_ 19 \_\_\_\_\_

INSTRUMENT TYPE: DEED ☒ MORTGAGE \_\_\_\_\_ SATISFACTION \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_ OTHER \_\_\_\_\_

3G20 Blooming Grove \_\_\_\_\_  
3H22 Chesler \_\_\_\_\_  
3O24 Cornwall \_\_\_\_\_  
3F28 Crawford \_\_\_\_\_  
3P28 Deerpark \_\_\_\_\_  
3Q30 Goshen \_\_\_\_\_  
3R32 Greenville \_\_\_\_\_  
4A34 Hamplonburgh \_\_\_\_\_  
4B38 Highlands \_\_\_\_\_  
4K38 Minisink \_\_\_\_\_  
4E40 Monroe \_\_\_\_\_  
4Y42 Montgomery \_\_\_\_\_  
4M44 Mount Hope \_\_\_\_\_  
4T48 Newburgh (T) \_\_\_\_\_  
4W48 New Windsor \_\_\_\_\_  
T050 Tuxedo \_\_\_\_\_  
4L52 Wallkill \_\_\_\_\_  
4R54 Warwick \_\_\_\_\_  
4V56 Wawayanda \_\_\_\_\_  
4S58 Woodbury \_\_\_\_\_  
4M59 Middletown \_\_\_\_\_  
4C51 Newburgh \_\_\_\_\_  
4J53 Port Jervis \_\_\_\_\_  
3989 Hold \_\_\_\_\_

SERIAL NO. \_\_\_\_\_

Mortgage Amount \$ \_\_\_\_\_

Exempt Yes \_\_\_\_\_ No \_\_\_\_\_

3-6 Cooking Units Yes \_\_\_\_\_ No \_\_\_\_\_

Received Tax on above Mortgage

Basic \$ \_\_\_\_\_

MTA \$ \_\_\_\_\_

Spec. Add. \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

CHECK ☒ CASH \_\_\_\_\_ CHANGE \_\_\_\_\_

MORTGAGE TAX \$ \_\_\_\_\_

TRANSFER TAX \$ 380

ED. FUND \$ 5.00

RECORD. FEE \$ 14

REPORT FORMS \$ 30

CERT. COPIES \$ \_\_\_\_\_

JOAN A. MACCHI  
Orange County Clerk

by: \_\_\_\_\_

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on NOV 09 1994

at 3:45 O'Clock PM

In Liber/Film 4435

at page 150 and examined.

County Clerk

2222 Abse

RECEIVED

\$ 380.00

REAL ESTATE

NOV 09 1994

TRANSFER TAX

ORANGE COUNTY

ORANGE COUNTY CLERKS OFFICE 51933 MRL  
RECORDED/FILED 11/09/94 03:45:52 PM

FEES 44.00 EDUCATION FUND 5.00  
SERIAL NUMBER: 002898  
DEED CNTL NO 63073 RE, TAX 360.00

---

## STATE OF NEW YORK, COUNTY OF ORANGE

ss.:

On the 6th day of October 1994, before me personally came

Rita Kustera

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

  
Notary public

DAVID J. STILES  
Notary Public, State of New York  
No. 4947129  
Qualified in Orange County  
Term Expires Feb. 13, 1995

## STATE OF NEW YORK, COUNTY OF

ss.:

On the day of 19, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the  
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

## STATE OF NEW YORK, COUNTY OF

ss.:

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

## STATE OF NEW YORK, COUNTY OF

ss.:

On the day of 19, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

say that he is the  
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

## Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. 94M-A31250-00049

RITA KUSTERA

TO

FRANK LOMBARDI

SECTION 62

BLOCK 8

LOT 7

~~XXXXXX~~ TOWN of New Windsor

Recorded At Request of Fidelity National Title

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK STATE LAND TITLE ASSN.

Distributed by



Fidelity National Title

INSURANCE COMPANY OF NEW YORK

ROBERT F. MCKENNA, ESQ.  
1720 DRUMGOOLE ROAD WEST  
STATEN ISLAND, NY 10309

Zip No.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----x  
In the Matter of Application for Variance of

Frank Lombardi

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

# 96-12

-----x  
STATE OF NEW YORK )  
                              ) SS.:  
COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On April 26, 1996, I compared the 61 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
26th day of April, 1996.

Deborah Green  
Notary Public

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984066  
Commission Expires July 15, 1997

(TA DOCDISK#7-030586.AOS)

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 96-12

Date: 4/11/96

I. Applicant Information:

- (a) Frank Lombardi 465 OAK Drive New Windsor 12553 X  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-4 465 OAK Drive 62-8-7 50x125  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 10/6/94
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow: \_\_\_\_\_  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. E.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. <u>35'</u>	<u>27'</u>	<u>8'</u>
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

*The variance requested is not substantial and would not have an adverse effect on the environment or neighborhood and the difficulty was not self created there will be no change in the character of the neighborhood*

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____

(b) *N/A* Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) *N/A* What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_

\_\_\_\_\_

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

## IX. Attachments required:

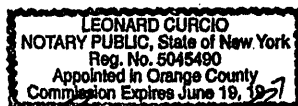
- ✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.  
 ✓ Copy of tax map showing adjacent properties.  
 NA Copy of contract of sale, lease or franchise agreement.  
 ✓ Copy of deed and title policy.  
 ✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.  
 W/A. Copy(ies) of sign(s) with dimensions and location.  
 ✓ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 300.00, each payable to the TOWN OF NEW WINDSOR.  
 Photographs of existing premises from several angles.

X. Affidavit.

Date: April 11, 1996.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.



J. Hall  
(Applicant)

Sworn to before me this

5<sup>th</sup> day of April, 1996.

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_



(b) Variance: Granted (\_\_\_\_) Denied (\_\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

(61)

April 8, 1996

Mr. Frank Lombardi  
465 Oak Drive  
New Windsor, N. Y. 12553

**Re: Tax Parcel: 62-8-7**

Dear Mr. Lombardi:

According to our records, the attached list of property owners are within five hundred (500) feet of the above-referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00. Please remit the balance of \$50.00 to the Town Clerk's Office.

Sincerely,

LESLIE COOK  
Sole Assessor

/pab  
Attachment

cc: Pat Barnhart, ZBA

Gooler, Anthony & Christine L.  
Box 362, Walnut Avenue  
New Windsor, N. Y. 12553

Rosenbauer, Carl G. & Laura  
Box 361, Walnut Avenue  
New Windsor, N. Y. 12553

Miller, William & Fannie  
R. D. 4, Walnut Avenue  
New Windsor, N. Y. 12553

Galasso, Anthony and Vincie  
227 Walnut Avenue  
New Windsor, N. Y. 12553

Mahoney, John J. & Nancy  
R. D. 4, Walnut Avenue  
New Windsor, N. Y. 12553

Scullion, James D. & Florence T.  
356 Walnut Avenue  
New Windsor, N. Y. 12553

O'Brien, Scott R. & Donna  
355B Walnut Avenue  
New Windsor, N. Y. 12553

Rydlowski, Michael & Debra  
R. D. 4, Box 350-1, Shore Road  
New Windsor, N. Y. 12553

Esposito, Charles P. & Norma J.  
296 Shore Drive  
New Windsor, N. Y. 12553

Ventiera, George, Jr. & Lorraine  
302 Shore Drive  
New Windsor, N. Y. 12553

Montalvo, Irving & Gloria Jusino  
16 Seminara Circle  
Garnerville, N. Y. 10923

Kane, James E. & Cassandra A.  
236 Walnut Avenue  
New Windsor, N. Y. 12553

Walsh, William P., Jr. & Mary Ann  
507 Island Court  
Indian Harbour Beach, FL 32937

Voglesong, Daniel P. & Christine A.  
232 Walnut Avenue  
New Windsor, N. Y. 12553

Somma, Salvatore & Barbara L.  
60 Oak Drive  
New Windsor, N. Y. 12553

Davidson, Carol R.  
58 Oak Drive  
New Windsor, N. Y. 12553

Solony, John & Ann  
56 Oak Drive  
New Windsor, N. Y. 12553

Fravola, Anthony & Mary  
48 Oak Drive  
New Windsor, N. Y. 12553

Kosik, Alexander, Mary & Walter S.  
52 Oak Drive  
New Windsor, N. Y. 12553

Vella, Charles G. & Frederica  
% Vincent Doce  
15 New Road  
Newburgh, N. Y. 12550

Beaver Dam Lake Water Corp.  
% Helen O'Leary  
132 Shore Drive  
New Windsor, N. Y. 12553

Rinaldi, Mary & John A.  
484 Maple Avenue  
New Windsor, N. Y. 12553

Payson, Dominic & Jacobsen, K.  
485 Maple Avenue  
New Windsor, N. Y. 12553

Kieck, Frank & Susan Cohen-Kieck  
486 Maple Avenue  
New Windsor, N. Y. 12553

Rubino, Paul R. & Katrina C.  
Box 485B  
New Windsor, N. Y. 12553

Davis, Ellen & Ciano, Julia A.  
610 Ovington Avenue  
Brooklyn, N. Y. 11209

Kuriplach, Andrew W. & Elizabeth  
38 Oak Drive  
New Windsor, N. Y. 12553

Ciccone, Paul M. & Joanne  
Maple Avenue, Box 495  
New Windsor, N. Y. 12553

Mylonas, Chris & Gloria  
216 Shore Drive  
New Windsor, N. Y. 12553

Yanchewski, John & Joanne  
R. D. 4, 346 Shore Drive  
New Windsor, N. Y. 12553

Gasparini, Peter A.  
355 Walnut Avenue  
New Windsor, N. Y. 12553

Williams, Douglas  
Box 462, Oak Drive  
New Windsor, N. Y. 12553

Janatsch, Edward W. & Margaret J.  
47 Oak Drive  
New Windsor, N. Y. 12553

Aceto, David  
R. D. #4, Shore Drive  
New Windsor, N. Y. 12550

Hubbe, Martin A. & Elizabeth B.  
328 Shore Drive  
New Windsor, N. Y. 12553

McCartney, Edward & Ann Marie  
2 Dover Road  
Hempstead, N. Y. 11550

Grubel, Silvia  
333 Shore Drive  
New Windsor, N. Y. 12553

Farrow, Richard S.  
239 Shore Drive  
New Windsor, N. Y. 12553

Aceto, Louise F.  
R. D. #4, Shore Drive  
New Windsor, N. Y. 12553

Trainer, Craig T. & Lisa A.  
353b Shore Drive  
New Windsor, N. Y. 12553

DiMitri, Frank & Lorraine  
217 Walnut Avenue  
New Windsor, N. Y. 12553

Cirigliano, Francis A.  
466 Oak Drive  
New Windsor, N. Y. 12553

Schimenti, Dolores M.  
300 East 51st Street, Apt. 2H  
New York, N. Y. 10022

Widmayer, Adele B.  
% Manfredo  
967 Park Lane North  
Franklin Square, N. Y. 11010-1717

Coffey, Terrance & Elizabeth P.  
Shore Drive, Box 331  
New Windsor, N. Y. 12553

Kolp, John L. & Cynthia Seibels  
R. D. #4, 274 Shore Drive  
New Windsor, N. Y. 12553

Warren, David T.  
247 Shore Drive  
New Windsor, N. Y. 12553

Fasano, Michael J. & Virginia  
R. D. 4, Shore Drive  
New Windsor, N. Y. 12553

Dalcin, Lynn A.  
Box 3188, Shore Drive  
New Windsor, N. Y. 12553

McGuinness, James P. & Carole B.  
Shore Drive  
New Windsor, N. Y. 12553

Proietto, Mildred M., Anthony E.  
& Paul  
218 Walnut Avenue  
New Windsor, N. Y. 12553

Prestano, Charles & Maryellen  
467 Oak Drive  
New Windsor, N. Y. 12553

Schimenti, Mariano & Dorothy M.  
1227 Barry Dr., South  
Valley Stream, N. Y. 11580

Aldreidge, Donald D. & Deborah  
234 Shore Drive  
New Windsor, N. Y. 12553

Dainty Construction Inc.  
R. R. 4, Box 480  
Monroe, N. Y. 10950

County of Orange, Beaver Dam  
Lake Protection & Rehab. District  
% Helen O'Leary  
132 Shore Drive  
New Windsor, N. Y. 12553

Van Pelt, James & Nancy  
243 Shore Drive  
New Windsor, N. Y. 12553

Purpura, James & Frances  
233 Shore Drive  
New Windsor, N. Y. 12553

Puglisi, Jeffrey  
277 Shore Drive  
New Windsor, N. Y. 12553

Snipel Corp.  
27 Waring Road  
Newburgh, N. Y. 12550

Payson, Dominic A. & Jacobsen, K.  
106 Linden Avenue  
New Windsor, N. Y. 12553

X

*Pls. publish immediately - Send bill to: Applicant at  
Below address*

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 12

Request of Frank Lombardi

for a VARIANCE of the Zoning Local Law to permit:

Construction of addition to residence w/ insufficient  
front yard;

being a VARIANCE of Section 48-12-Table of Use/Bulk  
Regs. - Col. E

for property situated as follows:

465 Oak Drive, New Windsor, N.Y. 12553.

known as tax lot Section 62 Block 8 Lot 7.

SAID HEARING will take place on the 13th day of May,  
1996, at New Windsor Town Hall, 555 Union Avenue, New Windsor,  
New York, beginning at 7:30 o'clock P. M.

James Nugent  
Chairman

By: Patricia A. Barnhart, Secy.

Date 3/21/96, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553


TO Frances Roth 147 Sycamore Dr DR.  
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
3/11/96	Zoning Board Meeting		75 00	
	Misc - 4			
	<del>2</del> 1 3 13.50			
	Nasta - 3			
	Price Chopper 4			
	Mans/Dutchess - 20			
	SMS - 2			
	<u>36 pgs</u>		162 00	
			237 00	

March 11, 1996

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PRELIMINARY MEETING:

  
MR. NUGENT: Request for 8 ft. front yard variance for proposed addition to residence located at 465 Oak Drive in an R-4 zone.

Mr. Frank Lombardi appeared before the board for this request.

MR. NUGENT: Tell us what you want to do.

MR. LOMBARDI: I need to put a garage on the front of my house and going with the frontage that is requested I can't fit my vehicle in the garage. I have 22 and change vehicle so I need to bring the garage out and it is in the frontage so I am looking for a variance to come into the frontage, the frontage of 35 feet and come into that.

MR. NUGENT: You want to show me on here what you're trying to do? Where is your house now?

MR. LOMBARDI: Right here, I just want to extend the front two-car garage out and figure 35 feet, the garage is too short to put the vehicle in.

MR. TORLEY: It goes further forward than his house.

MR. BABCOCK: It's the two car garage is attached to the front of his house.

MR. KANE: It's an existing garage?

MR. BABCOCK: No, existing house he's putting a garage in the front, he's allowed 16 foot long garage, can't get too many cars in there.

MR. NUGENT: No.

MR. KANE: Mr. Lombardi, may I suggest at the public hearing you bring some pictures of the area and show us so we can see.



March 11, 1996

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MR. LOMBARDI: Sure, no problem.

MR. REIS: There's not adequate side yard?

MR. LOMBARDI: No adequate side yard. I have a non-conforming lot, I can only go up to the existing building and front.

MR. REIS: This is the least and best way to go?

MR. LOMBARDI: I think it's the only way to put it.

MR. BABCOCK: The lot is 50 foot wide and the house is 37 feet now so he couldn't, he's got five foot on one side and 7 foot on the other.

MR. REIS: Thank you.

MR. LANGANKE: When was the house built?

MR. LOMBARDI: 1954, from what I know.

MR. NUGENT: You guys understand or you want to take a look?

MR. REIS: Please.

MR. KANE: No questions.

MR. NUGENT: I'll accept a motion.

MR. TORLEY: I move we set up Mr. Lombardi for a public hearing in regards to his requested variances.

MR. KANE: Second the motion.

ROLL CALL

MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. KANE	AYE
MR. REIS	AYE
MR. NUGENT	AYE

MR. NUGENT: Did she give you this stuff?

MR. LOMBARDI: I didn't get anything else.

MR. NUGENT: Read this over and it should be self-explanatory. If you have any questions, call her.

MR. LOMBARDI: Fill this out and talk to her, okay, thank you.

MR. KRIEGER: Wait a minute. When you come back, if you would address yourself to the criteria set forth there, that is what the law says that the zoning board has to consider and I would like to see a copy of your deed and title policy when you come back. I don't need to keep it, just bring it so I can look at it.

MR. LOMBARDI: Thank you very much.